

*John Heykoop dba Eagle Towing v Michigan State Police, et al*

USDC-WD No: 1:18-cv-00632

Honorable Robert J. Jonker

Magistrate Judge Phillip J. Green

## EXHIBIT 7

**White, Jeffrey (MSP)**

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**From:** Ray Hasil <rhasil@mason-oceana911.org>  
**Sent:** Wednesday, November 23, 2016 13:40  
**To:** Laude Hartrum; Mark Barnett; White, Jeffrey (MSP); Bob Farber; Kim Cole; Craig Mast  
**Cc:** 911 Todd Myers  
**Subject:** Eagle Towing Complaints  
**Attachments:** findings packet for board 112316.pdf

911 Board Law Enforcement Reps & Sheriff-Elect Mast,

Over the last month 911 has received a couple complaints regarding the charges that Eagle Towing charges. Before going into specifics, it's worth a little background on what I believe 911 can and cannot do regarding a complaint like this.

911's Wrecker Policy

The rates that wrecker companies charge is not mentioned in 911's policy. Per the policy, complaints can be submitted on the basis of service and performance.

Wrecker Service Meeting 5/9/13

A wrecker service meeting was held May 9, 2013 at 10 AM at Mason-Oceana 911. One of the reasons for the meeting was to discuss the rates companies charge. Among the outcomes was an agreement for 911 to confidentially house the rates that services charge. All the wrecker companies agreed to comply and by July 10, 2013, all companies in the no-preference rotation had supplied their rates.

Basis of Investigation

There were essentially two separate investigations occurring:

1. The basis of my investigation with respect to 911's wrecker policy is the performance of Eagle Towing on a vehicle fire call that took place on 10/1/16. Specifically, the invoice claimed that it took 4 hours to complete the call.
2. The basis of investigation for high rates on the 10/1/16 complaint as well as a car deer complaint that took place on 11/10/16 is with respect to the agreement of Eagle Towing and their fee schedule at the 5/9/13 meeting at 911.

Investigation Findings

With respect to the 911 policy I do believe there was a performance problem on the 10/1 car fire. Specifically, it is my opinion that it should not have taken 4 hours to complete this incident, even with the clock starting at the moment 911 calls them. In accordance with the policy I am unable to set a hearing with owner of Eagle Towing because John Heykoop is out of state and unable to be contacted by phone. I was told by Andrew Heykoop that Andrew could, "send a letter" to John requesting he contact me.

With respect to rates that Eagle charged on two complaints it is my opinion they charged radically higher rates than what was provided on their 5/9/13 rate sheet.

There is a significant amount of documentation for both incidents that is available for review. My investigation can be summarized by the following points:

- Per Andrew, there are different rates for persons paying out-of-pocket and persons paying through insurance companies.
- The rates provided by Eagle back in May 2013 remain relatively unchanged. However, that rate schedule is for the out-of-pocket payees. A request for the insurance-covered rates Eagle charges has not been provided.
- Based on the rates provided by Eagle in May 2013, the charges on both attached Eagle invoices are exponentially higher.
- Based on the rates provided by all other carriers in May 2013, the charges on both attached Eagle invoices are exponentially higher.
- I believe that Andrew Heykoop was evasive in discussing these incidents and his answers are not always truthful. On the car fire, he initially claimed that he and another driver removed contaminated soil and planted grass seed in accordance with "statutory requirements". When I asked to speak with the driver that helped him "rebuild the highway", Andrew called back and said that he was mistaken and had mixed it up with another call. I also do not believe that the owner of Eagle Towing, whom Andrew said was John Heykoop, is available only via snail mail.
- Eagle Towing refuses to speak with the vehicle owner in the car deer complaint. Per the complainant, several attempts to have Eagle call him back have not been returned.

#### Recommendations

It is my opinion the rates Eagle charges insurance companies are extremely high. While there may not be anything criminal happening, it is my opinion the Eagle Towing is badly gouging insurance companies on these two incidents, and I am uncomfortable with Mason-Oceana 911 being the keeper of a rotation that includes a wrecker service engaging in such practices, legal or illegal.

I have compiled considerable documentation and pictures from both calls; I'm attaching a glimpse of information that I thought would be helpful but all of my documentation is available for review.

Because I cannot complete my investigation until I speak with John Heykoop I am looking for direction and opinions from law enforcement representative on the 911 Board on my next steps.

Regards and Happy Thanksgiving,

Ray

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